

obligations of paragraphs 7.-9. and 22. shall survive any expiration or termination of this Agreement and shall continue to bind the parties and their respective heirs, successors and assigns.

17. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between Producer and Hormel Foods and supersedes any prior or contemporaneous oral or written agreement or understanding between the parties with respect to the subject matter hereof, including without limitation any Previous Agreement. This Agreement may be amended or supplemented only in writing by Producer and Hormel Foods, and not by any course of dealing or prior performance.

18. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.

19. **JURISDICTION AND VENUE.** All judicial proceedings and actions arising out of, relating to or based upon this Agreement shall be venued in the State Courts of Hennepin, Ramsey or Mower County in the State of Minnesota if there is no jurisdictional diversity between the parties or if the amount in controversy is less than the applicable minimum required for Federal jurisdiction or the Federal Courts of the State of Minnesota if there is jurisdictional diversity and the amount in controversy exceeds the applicable minimum required for Federal jurisdiction, and each of the parties consents to the personal jurisdiction of said courts and waives any argument that such forums are not convenient.

20. **MEDIATION.** The parties agree to the use of mediation to attempt to resolve any dispute between the parties arising out of this Agreement. The mediator shall have no authority to impose a settlement of any such dispute. Mediation shall be conducted pursuant to the Minnesota Civil Mediation Act, Minnesota Statutes, §§ 572.31 to 572.40.

21. **AUTHORIZATION.** Producer represents and warrants that Producer has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on behalf of Producer certifies that he/she is duly authorized to execute this Agreement on behalf of Producer.

22. **PERSONAL GUARANTY.** Unless Producer is a sole proprietorship, all obligations of Producer under this Agreement shall be personally guaranteed by all of the individuals who are the direct or indirect shareholders, partners, members or other owners of Producer (collectively, the "Guarantors"), each of whom must execute this Agreement. No corporation, partnership, limited liability company or other entity may be a Guarantor. Rather, the individuals who directly or indirectly own a corporation, partnership, limited liability company or other entity which is an owner of Producer shall constitute Guarantors. In consideration of and as a material inducement to Hormel Foods to enter into this Agreement with Producer (for purposes of this personal guaranty, "this Agreement" shall include this Agreement and any modification, extension and amendment thereof), the Guarantors agree as follows:

(a) The Guarantors hereby guarantee the satisfactory performance by Producer of this Agreement in accordance with all its terms and conditions. If Producer defaults in performance of its obligations under this Agreement, the Guarantors shall be severally liable for a pro rata share of any and all liabilities, losses, damages (losses and damages shall include without limitation any Negative Cash Balance), claims, judgments, costs and expenses (including without limitation in-house and outside legal counsel fees and expenses) suffered or incurred by Hormel Foods arising out of or in connection with such default. Each Guarantor's share shall be determined by multiplying the total liability of all the Guarantors under this personal guaranty times such Guarantor's percentage ownership interest in Producer, as set forth below.

(b) This personal guaranty is a continuing one and shall terminate only on the